



TERMS AND CONDITIONS FOR ROADSIDE ASSISTANCE INSURANCE

INTRODUCTORY PROVISIONS

Particular expressions used in the Roadside Assistance Insurance Terms and Conditions (hereinafter: the Terms and Conditions) shall mean as follows:

- 1) "Insurer" – Dunav Insurance Company a.d.o.
2) "Policyholder" – person who has concluded an Insurance Contract with the Insurer,
3) "Insured" – person who is entitled to roadside insurance indemnity and/or using of services under the concluded Insurance Contract
4) "Policy" – document evidencing Insurance Contract.
5) "Premium" – amount to be paid by the Policyholder for coverage under the Insurance Contract.
6) "Insured event" – future and uncertain event occurring beyond the sole will of the Policyholder or Insured caused by the insured risk and resulting in damage or provision of service covered by the Insurance Contract.
7) "Drive or travel abroad" – each crossing over the border of the Republic of Serbia in the insured vehicle provided that each stay abroad shall not exceed twelve consecutive weeks.
8) "Vehicle" – motor vehicle for which the roadside assistance insurance has been effected and which is specified in the Insurance Contract.
9) "Insurance package" – selected scope and amount (limit) of insurance coverage in accordance with provisions herein (START, BENEFIT and PREMIUM package).
10) Contract partner of the Insurer - legal entity with whom the Insurer has stipulated an Agreement on business cooperation for the provision of assistance services according to agreed scope of insurance coverage.

GENERAL PROVISIONS

Article 1

- (1) Provisions laid down herein shall apply to insurance of roadside assistance to driver and passengers during their drive in the motor vehicle, which is necessary due to occurrence of the following risks:
1) vehicle breakdown - flat tire, any one mechanical, electric and/or electronic failure of the vehicle due to which the vehicle is not roadworthy or fit to continue a safe drive,
2) traffic accident – accident that occurred on the road or started on the road, involving at least one vehicle in motion and where at least one person was killed or injured or which resulted in a material damage,
3) damage caused by sudden external thermic or chemical effects,
4) fall or impact of an object,
5) fire – sudden and unexpected fire to the vehicle caused by fire starting outside or inside the vehicle,
6) lightning strike,
7) explosion, except for nuclear explosion,
8) storm,
9) hail (hailstorm),
10) avalanche, and fall of snow or ice on the vehicle,
11) falling aircraft,
12) manifestations or demonstration,
13) theft of vehicle including: unauthorized use of other person's vehicle, serious theft, burglary and robbery:
1) Unauthorized use of other person's vehicle shall mean herein the use of other person's vehicle without approval of the car owner or authorized person by breaking into a vehicle or forcing the vehicle's door or by use of force or threat.
2) Serious theft shall mean herein the taking away of a locked vehicle or of parts of vehicle for the purpose of illegally obtaining property gain for oneself or any other person and which has been committed:
- by forcing the vehicle's door or by breaking into a vehicle
- by a person with arms or dangerous weapon used for attack or defence,
- by taking advantage of a person's helplessness or other serious condition.
3) Burglary when used herein shall mean that a person has been caught in the act of committing a serious theft under item 13, sub-item 2 of the paragraph hereof, with the intent to keep the stolen vehicle or any part thereof, to use force or threat to use force against the life or body of the person driving the vehicle,
4) Robbery when used herein shall mean the taking away of the vehicle or parts thereof by use of force against the owner of the vehicle or the authorized person or threat of immediate attack on the life or body of the owner of the vehicle or the authorized person for the purpose of illegally obtaining property gain for oneself or any other person.
5) Theft of vehicle components when used herein shall mean the theft of components essential for the movement of the vehicle due to which the vehicle is not roadworthy or is unfit for safe drive except for keys theft.
6) Vehicle theft when used herein shall not mean the vehicle embezzlement by the insured, its spouse, the Insured's close blood relatives, adopter or adoptee, person sharing the same household with the Insured or the Insured's legal dependant and/or persons the Insured is responsible for on any grounds whatsoever.

- 14) wilful misconduct or wantonness of any third party,
15) floods, torrents and high waters,
16) illness of the driver lasting more than three days as well as injuries of the driver resulting in his inability to continue the drive,
17) death of driver.
as well as due to costs incurred to prevent a bigger damage or to save lives.

SUBJECT MATTER OF INSURANCE AND INSURED PERSONS

Article 2

- (1) The subject matter of insurance according to the Terms and Conditions hereof is providing assistance to the driver and passengers while driving or riding in a vehicle with valid registration in the Republic of Serbia.
(2) The insured vehicle for which roadside assistance is rendered shall mean:
- Passenger vehicle for the transport of passengers with no more than nine seats, including the driver's seat and with no standing places.
- All-terrain vehicle, that is, a freight vehicle with maximum permitted (total) mass not exceeding 3.5 t. Maximum permitted mass of a vehicle shall mean the sum of an empty vehicle mass and the load located therein.
The insured vehicle shall be considered only the vehicles for standard uses.
(3) The Insured and the authorized driver (driver entrusted with the vehicle by the Insured) as well as passengers in the insured vehicle (up to the number of registered seats) shall be entitled to roadside assistance pursuant to the Article 4 herein.
(4) If the Insured is a lease giver/lessor, when concluding the insurance contract, it is obligatory to state details of the place of residence of the lease holder/lessee of the vehicle as a Policyholder.

TERRITORIAL SCOPE OF INSURANCE COVERAGE

Article 3

- (1) The Roadside Assistance Insurance shall be valid on the territory of the Republic of Serbia, within the geographical boundaries of Europe inclusive of the entire territory of Turkey (hereinafter: Europe) and/or on the territory of other countries of the Green Card System, depending on the selected package.

INSURANCE COVERAGE

Article 4

- (1) Under the Roadside Assistance Insurance hereof, the Insurer shall provide to the Insured 24-hour assistance and reimburse costs in cases where the Insured vehicle is not roadworthy or is unfit to continue with the safe drive, i.e. if sudden events beyond the control of the driver cause death or sickness of the driver due to which he is incapable to continue driving.
(2) The level of insurance coverage is defined by the limit for services covered under the agreed insurance package (START, BENEFIT and PREMIUM) and it represents the upper limit of obligation of the Insurer for individual service of the selected insurance package, in line with the table below:

Table with 5 columns: No., Type of service, START Package Serbia, BENEFIT package Serbia and Europe, PREMIUM package Serbia, Europe and other countries of the Green Card System. Rows include: 1. Vehicle repair in case of a minor breakdown, 2. Towing, 3. Transportation of a driver and passengers, 4. Overnight accommodation for a driver and passengers, 5. Pulling out / salvage of a vehicle.



6.	Re-delivery of duplicate or new keys for the lost or stolen vehicle keys		up to 75€	up to 100€
7.	Costs of fuel delivery		up to 100€	up to 150€
8.	Vehicle keeping - storage charge		up to 75€	up to 100€
9.	Replacement vehicle			up to 120€/max 48h
10.	Vehicle transport in case of a driver's illness, injury or death			up to 150€
11.	Return of children following an injury, illness or death of a driver			up to 150€
12.	Organization of return in order to fetch the vehicle			up to 150€
13.	Organization of customs and transportation of the vehicle to a car dump yard			up to 300€

- (3) The Insurer shall state and bear the costs declared in Euros in dinar equivalent at the mean rate of the NBS as at the date of claim settlement.
- (4) The sum insured represents the limit i.e. the maximum liability of the Insurer set for an individual service of the selected insurance package.
- (5) Depending on the selected insurance package, the insurance cover shall refer to the insured vehicle and to the driver and passengers in the insured vehicle (up to the number of registered seats in the vehicle).

OBLIGATIONS OF THE INSURER

Article 5

- (1) According to the Terms and Conditions hereof, the Insurer shall be obliged to:
 - 1) Organize roadside assistance and
 - 2) Reimburse expenses according to the agreed insurance package in the event of:
 - breakdown,
 - towing of vehicle,
 - transport of driver and passengers,
 - accommodation of driver and passengers,
 - pulling out and salvage of the vehicle,
 - re-delivery of duplicate or new keys for the lost or stolen vehicle keys
 - fuel delivery
 - vehicle keeping - storage
 - rent of replacement vehicle,
 - vehicle transport in case of a driver's illness, injury or death
 - organizing of return of children due to a driver's illness, injury or death
 - organization of return in order to fetch the vehicle
 - organization of customs and transportation of the vehicle to a car dump yard.

- (2) The Insurer is obliged to provide insurance coverage only for insured events reported to the Help Centre for the Insured and for which assistance has been provided by the Insurer's contract partner.
- (3) The Insurer is obliged to provide roadside assistance, through its contract partner, on the territory referred to in the Article 3 of the Terms and Conditions hereof, in line with the agreed insurance package.

**Roadside Assistance Organisation
Article 6**

- (1) Subject to the Terms and Conditions hereof, roadside assistance organisation shall include, in addition to the services stated in the Article 5 paragraph 1 Item 2 hereof, the following:
 - 1) Roadside Assistance Centre on call 24 hours a day, 365 days a year
 - 2) transmission of urgent messages from country of residence (to the family, employer and so on);
 - 3) organisation and advising in handling local technicalities.

Assistance in case of minor breakdown

Article 7

- (1) Reimbursement of repair expenses in case of minor vehicle breakdown shall include the costs of the repairman's coming to the scene of accident and the costs of working on the insured vehicle if it can be repaired on the spot within 60 minutes. Minor breakdown shall mean: flat tyre, minor mechanical, electrical or electronic breakdowns (e.g. run down battery, torn drive belt, minor breakdowns on the cooling system, blown fuses etc).
- (2) The Insurer shall not reimburse costs of spare parts and materials and shall not be held responsible for the quality of works and spare parts installed.

**Vehicle towing
Article 8**

- (1) The Insurer shall be obliged to reimburse costs of towing – transport of the insured vehicle if it is not roadworthy, only if it cannot be made roadworthy for further drive on the scene of occurrence.
- (2) The costs shall be reimbursed for towing – transport of the insured vehicle to:
 - a) the nearest repair shop where the vehicle can be made roadworthy for further drive or
 - b) place of residence or the seat of the Insured i.e. person referred to in Article 2 para 3 of the Terms and Conditions hereof, as decided by the contract partner of the Insured in a manner stipulated under the Article 20 of the Terms and Conditions hereof.
- (3) The Insurer shall acknowledge the actual costs of towing – transport of the vehicle with enclosed original receipt but maximum to the limit for the agreed package.

**Driver's and passengers' transport
Article 9**

- (1) The Insurer shall be obliged to reimburse the actual costs of transport of driver and passengers in case when:
 - the insured vehicle cannot be repaired on the scene of occurrence or
 - the insured vehicle has been stolen.
- (2) The Insurer shall reimburse the costs of transport of driver and passengers, by their choice, from the place of breakdown/accident, to:
 - a) the place of repairing the insured vehicle or
 - b) their place of residence or destination.
- (3) The Insurer shall reimburse costs of transport, on the basis of enclosed original receipts for driver and passengers, maximum to the limit for the agreed package.
- (4) The driver and passengers shall not be entitled to transport in case when the insured vehicle has run out of petrol, oil in engine or in case the driver cannot use the insured vehicle due to loss, theft or damage to the keys or the keys have been left locked up in the insured vehicle.
- (5) Use of reimbursement shall, on these grounds, exclude the possibility of using a replacement vehicle.

**Overnight accommodation expenses for driver and passengers
Article 10**

- (1) The Insurer shall reimburse costs of accommodation (bed and breakfast) and transport of the Insured – authorised driver and passengers in the vehicle from the place of occurrence to the nearest accommodation if the insured vehicle is not roadworthy and cannot be made roadworthy for further drive during the same day, therefore the vehicle cannot be transported to their place of residence or destination.



- (2) The persons referred to under the paragraph 1 of the Article hereof shall be entitled to the reimbursement of costs of overnight accommodation provided that the place of repair of the vehicle is more than 50 km away from the place of residence of a service user.
- (3) The Insurer shall reimburse costs of overnight accommodation on the basis of enclosed original invoices for driver and passengers, maximum to the limit for the agreed package.
- (4) The reimbursement for accommodation shall exclude the reimbursement for a replacement vehicle.

**Pulling out/salvage of a vehicle
Article 11**

- (1) The Insurer shall reimburse the costs of salvage of the insured vehicle organized by the Insured's contract partner when the vehicle needs to be pulled out of the abysses, ditches, mud, water etc., other than on roads that are not subject to regular maintenance by relevant services.
- (2) The Insurer shall reimburse the costs of salvaging the vehicle on the basis of the enclosed original invoices for the driver and passengers, up to the amount of the limit for the agreed package.

**Vehicle transport due to driver's illness, injuries or death
Article 12**

- (1) The Insurer shall organize the transport of the vehicle to the place of residence and bear the costs of vehicle transport in the event of occurrence of the risk of illness, injury or death of the driver (Article 1 paragraph 1 Items 16 and 17 of the Terms and Conditions hereof) in a foreign country or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person, i.e. the person as per Article 2, Paragraph 3 hereof, and in the event that due to the death of a driver or illness that lasts more than three days the insured vehicle cannot be returned to the place of residence, or if due to the driver's injury, neither the injured driver nor any of the passengers are able to return the vehicle to the place of residence.

**Vehicle storage – expenses
Article 13**

- (1) The Insurer shall reimburse the expenses of vehicle storage only in the following circumstances:
 - 1) the insured event occurred abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person i.e. person as per Article 2, Paragraph 3 hereof, and as a result, the vehicle is not fit for further drive and it must be stored until its transport to the repair shop or until it is repaired;
 - 2) insured vehicle is found after the theft, while the insurance policy is still valid.

**Replacement vehicle
Article 14**

- (1) The Insurer shall reimburse the rental costs of the replacement vehicle via a hired specializing local or foreign organization, in line with the Table included under the Article 4 paragraph 2, provided that the insured event occurred abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person, i.e. the person as per Article 2, Paragraph 3 hereof, and if it is impossible to make the vehicle roadworthy in 24 hours as of the moment of claim notification or the moment when the vehicle was stolen, The organization of the delivery of replacement vehicle shall be effected in order to continue the trip to the place of destination, only in the event of breakdown, damage, destruction or theft of the entire vehicle or parts thereof.
- (2) The Insurer shall, instead of the cover referred to under the Articles 9 or 10 hereof, provide a vehicle (without a chauffeur) of the same class or one class below the insured vehicle, whose engine capacity shall not exceed 1900 cm³ and shall bear the expenses of replacement vehicle rent according to the foregoing paragraph.
- (3) In the event when the vehicle whereon the insured event has occurred is an all-terrain vehicle, that is a freight vehicle which maximum permitted (total) mass does not exceeding 3.5t, the obligation of providing a replacement vehicle shall mean the provision of a passenger motor vehicle in accordance with the provisions of the previous paragraph of the Article hereof.

**Re-delivery of duplicate or new keys
Article 15**

- (1) If during the stay abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person, i.e. the person as per Article 2, Paragraph 4 hereof, the insured vehicle is not fit for further drive due to the loss or theft of keys, or if the keys are left locked in the

vehicle, the Insurer shall organise the delivery of spare keys or new keys and shall bear the expenses of such delivery, up to the amount of limit for the agreed package.

- (2) The insurance shall cover the costs of delivery of a spare key or new keys to the place of occurrence of the insured event.
- (3) If after the delivery of spare keys or new keys the problem cannot be resolved, the Insurer shall indemnify the costs of a minor defect on the spot (Article 7 of the Terms and Conditions) or the service of towing of the insured vehicle (Article 8 of the Terms and Conditions), whereat the insurance shall not cover the costs of replacement of keys and lock, materials and damage occurred due to vehicle repair.
- (4) If the keys are provided directly from the manufacturer, car service booklet and personal identity card of the owner of the vehicle are required.

**Organised return of the children due to illness, injury or death of the driver
Article 16**

- (1) If, during the travel by an insured vehicle, an illness, injury or death occurs due to which neither the driver nor the passengers are capable of taking care of the underage children from the insured vehicle, the Insurer shall organise that a person come to take the children and return them to the place of residence.
- (2) The Insurer shall reimburse the expenses up to the limit stipulated in the agreed insurance package.

**Costs of fuel delivery
Article 17**

- (1) In case the Insured should run out of fuel in the course of drive, the Insurer shall reimburse the costs of fuel delivery pursuant to the agreed insurance package.
- (2) The Insurer shall reimburse the costs of fuel delivery only following the enclosed original invoices.
- (3) The insurance shall cover the costs of fuel delivery but not the costs of fuel itself.

**Organization of return in order to fetch the vehicle
Article 18**

- (1) If the insured left the place where the insured vehicle is repaired before the completion of the vehicle repair, the Insurer shall reimburse the costs of organizing the return of the Insured or persons authorized by the Insured, to the car repair shop to fetch the vehicle, in accordance with the limit for the agreed insurance package and on the basis of the enclosed original invoices.

**Organization of customs and transportation of the vehicle to a car dump yard
Article 19**

- (1) The insurer shall reimburse the costs of the organization of customs and transport of the vehicles to the car dump yard in accordance with the limit for the agreed insurance package, but only on the basis of the enclosed original invoices.
- (2) For the Insurer, the costs of organization of customs and transport of the vehicle to the car dump yard shall be deemed to mean the costs of organization of transport of the vehicle to the nearest car dump yard as well as obtaining and submitting to the Insured the necessary documentation for removing the vehicle from the list of registered vehicles.
- (3) The condition for this service is that the degree of damage to the vehicle located outside the territory of the Republic of Serbia is such that the vehicle cannot be made roadworthy (total loss).

Article 20

- (1) The Insurer and/or the contract partner of the Insurer shall decide on the entitlement of the Insured to choose between one or multiple services, per insured occurrence, based on all circumstances of the insured occurrence and the agreed level of coverage under the Terms and Conditions hereof, taking into account the best interests of the insured.

INSURANCE PERIOD

Article 21

- (1) The insurance contract can be concluded to the definite period of one year.
- (2) The liability of the Insurer under the insurance contract shall begin at the defined date, hour and minute specified as the insurance inception in the insurance contract (policy).
If the insurance contract does not specify an hour and minute of the insurance inception, the Insurer's liability shall begin upon the expiry of 24th hour of a date specified as insurance inception date in insurance contract.
- (3) The insurance cover according to the Terms and Conditions hereof shall expire upon the expiry of the 24th hour and/or the hour and minute of the day



specified as insurance expiry in the policy. By way of exception, in case of all insured events that have occurred and have been reported during insurance period, the realization of assistance services can be performed within maximum 30 days upon the expiry of the date specified as the insurance expiry in the Policy.

CONCLUSION OF INSURANCE CONTRACT Article 22

- (1) The insurance contract is concluded when both contracting parties have signed the insurance Policy.
- (2) In the event that the contracting parties are not able to sign the policy, i.e. at the proposal of the contracting parties, the insurance contractual relationship shall arise solely from the premium payment.
- (3) In the case referred to in the foregoing paragraph, the Policyholder (Insured) shall be issued a policy (certificate) which shall be valid without the signature and seal of the contracting parties.
- (4) The Policy (Certificate) shall include all elements of the insurance contract relation, with a legal effect as of the moment of payment of the insurance premium or the first installment of the insurance premium (in case the premium is agreed in installments), provided that the payment of insurance premium or first premium installment is finalized within the period specified in the Policy (Certificate).

INSURANCE PREMIUM Article 23

- (1) The insurance premium is annual, declared in euros and is calculated at the mean exchange rate of the NBS as at the day of concluding the insurance coverage.
- (2) The premium amount depends on the contracted insurance package, the age of the vehicle, the number of insured vehicles, as well as other elements important for determining the amount of the insurance premium provided by the Roadside Assistance Tariff.
- (3) The premium shall be paid in full as a lump-sum, when concluding the insurance contract.

LIMITATION OF THE NUMBER OF PROVIDED ROADSIDE ASSISTANCE SERVICES Article 24

- (1) The coverage provided by the Insurer under the Terms and Conditions hereof in the course of the agreed insurance period shall be limited to three insured occurrences.
- (2) Within one occurrence, it is possible to use multiple services, in accordance with the agreed package.

OBLIGATIONS OF THE INSURED IN CASE OF INSURED OCCURRENCE Article 25

- (1) The Insured shall be obliged to immediately notify of the loss occurrence by calling the 24-hour 365 day-Roadside Assistance Centre and shall not take any activities prior to such call, except for the measures to secure the vehicle. Otherwise, the Insured shall bear the costs of loss resulting from his failure to do so, unless he had taken any actions to prevent the occurrence of a bigger loss or to save lives.
- (2) When calling the Roadside Assistance Centre, the Insured shall provide the following information:
 - a) name, surname and address of the Policyholder and/or Insured,
 - b) policy number,
 - c) make and type of vehicle, chassis number and license plate number of the insured vehicle specified in the vehicle license,
 - d) location of the Insured, telephone number and address or place of the Insured,
 - e) number of persons in the insured vehicle requiring assistance,
 - f) brief description of the problem and assistance needed by the insured or persons in the insured vehicle as per Terms and Conditions hereof.
- (3) In the event of occurrence of risk referred to in Article 1 paragraph 1 item 16 of the Terms and Conditions hereof – illness or injury of the driver – the Insured shall submit to the Insurer complete original medical documents relating to the insured event with the doctor's report specifying the diagnosis of illness or injury.

- (4) For exercising the right to indemnity in the event of occurrence of the risk referred to in the Article 1 paragraph 1 item 17 of the Terms and Conditions hereof – death of the driver, the evidence – Death Certificate may be submitted by a relative, travelling companion or any other person.
- (5) After the insured event has been reported to the Roadside Assistance Center, the Insured must observe the instructions provided by the Insurer and/or contract partner of the Insurer. If the actions of the Insured are not in accordance with such instructions, the Insurer shall not be liable for the loss incurred.
- (6) The expenses exceeding the limitations under the Terms and Conditions hereof and the expenses which, under the Terms and Conditions hereof, the Insurer is not liable to indemnify, shall be covered by the Insured.

EXCLUSIONS Article 26

- (1) The Insurer shall neither provide the assistance to, nor cover the expenses off if:
 - a) the insured event occurrence in connection with the vehicle participating in motor competitions, races and test drives,
 - b) the vehicle having been used for charged transport of persons (taxi) or given for rent (rent-a-car),
 - c) an occurrence of the insured event as a consequence of warlike operations, rebellions, commotions and similar armed operations, as well as the acts of terrorism, nuclear hazards and the like,
 - d) an occurrence of the insured event as a consequence of force major or large-scale natural disasters (e.g. earthquake, landslide and the like),
 - e) the vehicle used by a person who is not in the possession of a valid driving license or a person whose driving license has been forfeited or has a driving disqualification,
 - f) at the time of the accident the driver of the insured vehicle was under the influence of alcohol or drugs, as stipulated by the law applicable on the territory where the event insured under the Terms and Conditions hereof has occurred,
 - g) the Insured has provided to the Roadside Assistance Centre the incorrect or false information of insurance or circumstances of the insured event,
 - h) insured occurrence where the damage or defect have been caused by previous technical malfunction of the vehicle, load beyond the registered capacity, worn-out tyres beyond the prescribed wear limit and non-compliance or violation of the provisions on protective measures,
 - i) hitchhikers and persons charged for transport,
 - j) theft of vehicles by persons referred to in Article 1, paragraph 1, item 13) sub-item 6 of the Terms and Conditions hereof,
 - k) if the insured intentionally caused damage to the vehicle in order to make the vehicle unroadworthy,
 - l) for a vehicle which, at the time of the insured event, was operated in a manner inconsistent with the manufacturer's technical recommendations.
- (2) The Insurer shall not be liable to indemnify any loss to objects or reimburse the costs in connection with the objects transported by a vehicle insured in accordance with the Terms and Conditions hereof, that is, the Insurer shall not be liable to reimburse the costs of repacking, reloading or further transport of objects which are transported by an all-terrain vehicle, that is a freight vehicle which maximum permitted (total) mass does not exceed 3.5t.
- (3) In addition, the Insurer shall not be liable to indemnify any loss which may occur when towing-transport of the insured vehicle, that is, the loss to the insured vehicle which has occurred during the loading, unloading, that is, transport of such vehicle.

REIMBURSEMENTS TO THE INSURER Article 27

- (1) The Insured shall undertake to reimburse to the Insurer all expenses for the provided assistance services and amounts paid by the Insurer according to the Terms and Conditions hereof, in the event that the Insurer subsequently establishes that:
 - a) the roadside assistance insurance was invalid at the time of the occurrence,
 - b) the event has been excluded from roadside assistance insurance,
 - c) the Insured has not fulfilled his obligations after the occurrence, and
 - d) the Insured has already had three occurrences in one insurance year, in accordance with Article 24 of the Terms and Conditions hereof.

TERMINATION OF INSURANCE AND PREMIUM RETURN Article 28

- (1) The Insurance Contract shall be terminated in the following cases:



- a) upon expiry of the term of the insurance contract in accordance with Article 21 paragraph 3 of the Terms and Conditions hereof,
- b) termination of contract during the insurance period in the following events:
 - when the Policyholder/Insured requests the termination of the contract – on the date when the request for contract termination has been received,
 - termination of the contract – when the contract has been cancelled by the Insurer unilaterally (with the cancellation period of 15 days) if during the insurance period the Insured fraudulently attempts to receive or receives the reimbursement of expenses for the provided assistance service,
 - the destruction or disappearance of the vehicle before the liability of the Insurer has become effective,
 - reimbursement of expenses for provided assistance service for the third occurrence in one insurance year, in accordance with Article 24 of the Terms and Conditions hereof,
 - change of the vehicle owner, except in case of inheritance and when the lessee, as a Policyholder, pays up the vehicle before the expiry of the Lease Agreement.

(2) Premium return in the events of insurance termination

- (a) The Policyholder shall be returned the amount of premium in case of destruction or missing of the item insured prior to the inception of the liability of the Insurer.
- (b) The Policyholder shall be returned the premium amount for the unused insurance period in case he has not exercised the right to reimbursement of expenses for the provided assistance service when:
 - the item insured is destroyed after the inception of liability of the Insurer due to the risks which are not covered by the insurance, provided that the Policyholder is entitled to premium return from the date of destruction of the item insured to the expiry of insurance,
 - Policyholder/Insured requests to cancel the contract unilaterally, with the right to premium return from the date of receipt of a written request of the Policyholder to the date of insurance expiry.
- (c) The Insurer shall keep the full amount of premium in the event when:
 - Policyholder/Insured requests to cancel the contract unilaterally and has exercised the right to reimbursement of expenses for the provided assistance service,
 - Insured fraudulently attempts to or receives the reimbursement of expenses for the provided assistance service,
 - the insurance contract was null and void from the beginning due to negligence of the Insured/Policyholder and the Insurer had no knowledge thereof.
- (d) In the events referred to in a) and b) above, the premium shall be returned to the Policyholder, upon written request, provided that the evidence has been submitted that the conditions for the return thereof are fulfilled.

SUBROGATION

Article 29

- (1) Upon the payment of insurance indemnity, the Insurer shall be subrogated to all rights of the Insured to compensation up to the amount of paid indemnity against the person responsible for the insured occurrence.

METHOD OF NOTIFICATION

Article 30

- (1) All notices, statements and applications, which are to be given under the provisions of the Terms and Conditions hereof, must be confirmed in writing if made orally, by telephone or in some other similar manner.
- (2) All written notices of the Insured and the Insurer which are delivered by mail, must be sent as a registered mail.
- (3) The day of receipt of the notification and/or application shall be considered the day when the notification and/or application was received. If the notification and/or application is sent by registered mail, the day of receipt is considered the day of delivery to the post office.
- (4) Agreements relating to the content of insurance contracts are valid only if concluded in writing.

JURISDICTION

Article 31

- (1) All matters of controversy arising under the insurance contract shall be resolved amicably.

- (2) In the event of any disputes under the insurance contract, the court competent according to the place where insurance contract has been executed shall have the jurisdiction.

CONTRACT PARTNER OF INSURER

Article 32

- (1) Within the roadside assistance insurance coverage the Insurer shall organise roadside assistance to the Insured and passengers in the insured vehicle through a contract partner which possesses an organized Centre for the provision of adequate 24-hour 365-day roadside assistance service.
- (2) The Insurer shall be obliged to, at the moment of the conclusion of the insurance contract, inform the Insured of the correct name and dial code of the contract partner – Roadside Assistance Centre.
- (3) The Insurer shall be responsible for the selection of contract partner however, the Insurer shall not be responsible for the quality of service and works provided by a contractor and subcontractor selected by the contract partner.
- (4) The responsibility for the quality of services provided and works undertaken in the course of assistance to the Insured shall be upon the contract partner.

APPLICATION OF LEGAL REGULATIONS

Article 33

- (1) In addition to the provisions of the Terms and Conditions hereof, the relations between Policyholders/Insured and Insurers shall be regulated by the provisions of the Law on Contracts and Torts.

FINAL AND TRANSITIONAL PROVISIONS

Article 34

- (1) The Insurer may amend the Terms and Conditions hereof in a manner and following a procedure that have been adopted.
- (2) The amended Terms and Conditions shall apply only to the new concluded insurance contracts.

Article 35

- (1) The Terms and Conditions hereof shall become effective as at 5th March 2022.
- (2) By coming into force of the Terms and Conditions hereof, the Terms and Conditions for Roadside Assistance ("Official Bulletin of the Company", number 02/14, 57/16, 11/17 и 10/20) shall cease to be effective.
- (3) The Terms and Conditions hereof shall be published in the "Official Bulletin of the Company".